

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

**THE FRESNO AIRPORT PEACE OFFICERS/
FIREFIGHTERS ASSOCIATION**

**(Non-Supervisory Airport Public Safety
Unit 11 - FAPOFA)**

**FISCAL YEARS
2003-2005**

INDEX

| | <u>Page</u> |
|--|-------------|
| ARTICLE I - PREAMBLE | 1 |
| A. Purpose | 1 |
| B. Definitions | 1 |
| C. Governing Laws | 1 |
| ARTICLE II - EMPLOYEE RIGHTS | 2 |
| A. General | 2 |
| B. Non Discrimination | 2 |
| C. Employee Responsibilities | 2 |
| ARTICLE III - CITY RIGHTS | 3 |
| A. General | 3 |
| ARTICLE IV - RECOGNITION | 5 |
| A. Association Recognition | 5 |
| B. Association Officers | 5 |
| C. Association Bulletin Boards | 5 |
| D. Recognition of Unit Description | 5 |
| E. City Recognition | 6 |
| F. Recognition of Mutual Obligation | 6 |
| G. Lockout and Strike | 6 |
| H. Exchange of Information | 6 |
| I. Association Business | 6 |
| ARTICLE V - SCOPE OF REPRESENTATION AND GRIEVANCES | 8 |
| A. General | 8 |
| B. Grievance Procedure | 8 |
| ARTICLE VI - DUES DEDUCTION | 12 |
| A. General | 12 |
| B. Dues Check-Off | 12 |
| C. Exception to Dues Deduction Authorization Card | 13 |
| D. Dues Deduction Check | 13 |

| | |
|--|----|
| ARTICLE VII - COMPENSATION AND BENEFITS | 14 |
| A. General | 14 |
| B. Salaries | 14 |
| C. Performance Evaluations | 14 |
| D. Premium Pay | 15 |
| 1. Temporary Assignment Pay | 15 |
| 2. Field Training Officer Certificate | 15 |
| 3. Bilingual Certification Program | 15 |
| E. Fresno City Employees' Health and Welfare Trust | 16 |
| F. Airport Public Safety Trainee | 17 |
| G. Lay-off Procedures | 17 |
| H. Hours and Work Schedules | 18 |
| I. Compensatory Time Off | 18 |
| J. 56 Hour Employees | 19 |
| 1. Holidays | 19 |
| 2. Vacation | 19 |
| 3. Family Events | 20 |
| 4. Sick Leave | 20 |
| 5. Starting Time | 21 |
| 6. Cash in Lieu of Holiday Time | 21 |
| K. Uniform Purchase and Maintenance Allowance | 22 |
| L. Labor Management Committees (LMCs) | 22 |
| M. Airport Accident Review Board | 22 |
| N. Retirement | 22 |
| O. Workers' Compensation | 23 |
| P. Patches | 24 |
| Q. Seniority | 24 |
| R. Jury Duty Pay | 25 |
| S. Post Certification | 25 |
| ARTICLE VIII - HEADINGS/REFERENCES/CITATIONS | 26 |
| A. Headings | 26 |
| B. References/Citations | 26 |
| ARTICLE IX - SAVING CLAUSE/FULL UNDERSTANDING | 27 |
| A. Saving Clause | 27 |
| B. Full Understanding | 27 |
| ARTICLE X - TERMINATION | 28 |

| | |
|--|----|
| EXHIBIT I - Salaries Effective July 1, 2002 | 30 |
| EXHIBIT II - Salaries Effective July 1, 2003 | 30 |
| EXHIBIT III - Salaries Effective July 1, 2004 | 30 |
| ATTACHMENT I - Law Enforcement (LEO) Contract Services | 31 |
| ADDENDUM I - Attendance Policy | |

LEGEND

| | | |
|------------------|---|--|
| *** | = | deleted old language/deleted and moved |
| [§ deleted] | = | section/subsection deleted |
| [§§ deleted] | = | two or more sections/ subsections deleted |
| bold type | = | new language |

ARTICLE I

PREAMBLE

A. PURPOSE

This Memorandum of Understanding, **hereinafter MOU**, entered into between the City of Fresno, hereinafter referred to as the City, and the Fresno Airport Peace Officers/Firefighters Association, hereinafter referred to as the Association, has as its purpose: *** **to** establish *** wages, hours, and other terms and conditions of employment.

B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and, except to the extent that a particular word or phrase is otherwise specifically defined in this *** **MOU**, the definitions and provisions contained in *** Chapter *** **2**, Sections 2-1501, 2-1601, 2-1801, and 2-1903 of the Fresno Municipal Code, **hereinafter FMC**, shall govern the construction, meaning, and application of words and phrases used herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

C. GOVERNING LAWS

The *** **employer-employee** relationship between the City and its employees and the City and the Association is governed by Chapter 10 of Division 4 of Title I of the Government Code (Section 3500 *et seq.*, commonly known as the Meyers-Milias-Brown Act), **applicable provisions of the Public Employment Relations Board (PERB)**, and Article 19 of Chapter 2 of the *** **FMC**, **as may be amended from time to time**. In the event of any conflict between said laws and this *** **MOU**, **or in the event of conflicts in interpretation**, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

The rights of employees, except as expressly modified herein, are as set forth in **FMC** Section 2-1904 ***. Execution of this *** **MOU** by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein. ***

B. NON DISCRIMINATION

The provisions of this *** **MOU** shall apply equally to and be exercised by, all employees *** **consistent with state and federal nondiscrimination statutes which have been established in City policies.**

C. *** EMPLOYEE RESPONSIBILITIES

[\$ deleted]

*** **All** employees in the **Non-Supervisory Airport Public Safety Unit, hereinafter Unit,** acknowledge that the City shall consider the positions and proposals of the Association as the Meet and Confer positions and proposals of all employees, individually and collectively, in said Unit.

ARTICLE III
CITY RIGHTS

A. GENERAL

[\$ deleted]

[\$ deleted & moved]

- 1. The rights of the City include those rights enumerated in FMC Section 2-1905, as may be amended from time to time, specifically:**
 - “(a) The exclusive rights of the City include, but are not limited to, the right to:**
 - (1) determine the mission of its constituent departments, divisions, commissions, and boards;**
 - (2) set standards of service and municipal fees and charges;**
 - (3) determine the procedures and standards of selection for employment, assignment, transfer, and promotion;**
 - (4) direct its employees;**
 - (5) take disciplinary action;**
 - (6) relieve its employees from duty because of lack of work or for other legitimate reasons;**
 - (7) maintain the efficiency of governmental operations;**
 - (8) determine the methods, means, and personnel by which government operations are to be conducted;**
 - (9) determine the content of job classifications;**
 - (10) take all necessary actions to carry out its mission in emergencies;**
 - (11) exercise complete control and discretion over its organization and the technology of performing its work.”**

2. **The rights of the City include the determination of staffing levels, including but not limited to, staffing by shift and class.**
3. **All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in Subsection 1.(a) are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council-approved MOU.**
4. This *** **MOU** is not intended to restrict consultation in good faith with the *** **Unit** regarding matters within the right of the City to determine.
5. Nothing in this *** **MOU** shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.

[\$ deleted]

ARTICLE IV
RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the *** **Unit**, and therefore, *** **shall** meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to *** **endeavor** to reach agreement on a successor MOU at least one **(1)** week prior to the last regular **City** Council meeting at which the City budget must be adopted for the ensuing fiscal year **in order to meet the June 30 deadline specified in the City Charter**. In order that the meet and confer process *** includes adequate time for full consideration of the proposals of both parties and for resolution of any impasse, the City *** **will entertain** proposals from the Association as early as March 1, **2005**. *** **[deleted & moved]**

B. ASSOCIATION OFFICERS

A written list of the Officers of the Association shall be furnished to the City immediately after their designation and the Association shall notify the City promptly in writing of any changes of such Association Officers.

C. ASSOCIATION BULLETIN BOARDS

*** **The Association may use bulletin boards designated by the City to post materials related to Association business (political advertisements shall not be considered Association material). Any materials provided must be dated, initialed by the Association representative responsible for the posting, and a copy of all materials posted must be distributed to the department head or designee at the time of posting. The Association agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted.**

[§ deleted]

D. RECOGNITION OF UNIT DESCRIPTION

The Unit consists of all employees holding a permanent position, as defined in *** **FMC Section 2-1601.1**, *** in the *** classes *** **listed in Exhibit 8 of the current salary resolution, as such Unit may be amended from time to time pursuant to the provisions of the FMC.**

E. CITY RECOGNITION

The Association recognizes the *** **City Manager** of the City, or such other person as may be designated in writing, as the designated representative of the City, pursuant to *** **FMC** Section 2-1914, and *** **shall** meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to *** **endeavor** to reach agreement on *** **a successor MOU** at least one **(1)** week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year **in order to meet the June 30 deadline specified in the City Charter.**

F. RECOGNITION OF MUTUAL OBLIGATION

The Association and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth in, and to adhere to the conditions and clauses set forth in, this *** **MOU.**

G. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this *** **MOU.**
2. No **unlawful** strike or work stoppages of City Employees, defined in **FMC** Section 2-1923 *** shall be caused, instigated, encouraged, condoned, participated in, or honored by the Association or its members during the term of this *** **MOU.**
3. In the event the meet and confer process for a successor MOU results in **an** impasse, as defined in *** **the FMC**, the City shall not take unilateral action regarding wages, hours, and other terms and conditions of employment prior to the completion of the impasse procedure outlined in *** **the FMC.**

H. **EXCHANGE OF INFORMATION** ***

The City shall provide the Association, *** **on a timely basis, a copy of amendments to the Administrative Order Manual, new and amended salary resolutions, and** job specifications *** when such changes have an impact on the employees in this Unit.

I. ASSOCIATION BUSINESS

Each fiscal year of this agreement, the Association may require members of the Association to donate four (4) hours of vacation to the Association for business. Officials of the Association may, with the approval of the City, attend Association

business, including such activities as attendance at Association membership and Board meetings, conferences, and direct involvement in charitable Association activities. Any time spent by officials of the Association on such business shall be deducted from the Association's time earned balance. It is further agreed by the parties that once time earned is donated by members of this Unit to the Association that the City no longer has any obligation to compensate, either in cash or in equivalent time off, such members. Approval of such time off shall not be unreasonably withheld, however the City may deny use of time if the time off would require the hiring of a replacement or for other operational reasons.

ARTICLE V

SCOPE OF REPRESENTATION AND GRIEVANCES

A. GENERAL

1. "Scope of Representation" means all matters relating to employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. Employee rights, as set forth in *** **FMC** Section 2-1904, and City rights, as set forth in *** **FMC** Section 2-1905(a), are excluded from the scope of representation.
2. The Association is the exclusive representative of all employees holding a permanent position within those classes *** **in the Unit**.
3. Subject to the provisions of **FMC Code** Section 2-1919, *** the parties recognize that membership in the Association is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Association, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters.

B. GRIEVANCE PROCEDURE

1. A grievance is a dispute concerning the interpretation or application of any existing City **policy, practice, written** rule or regulation governing personnel practices or working conditions, including this *** **MOU**. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; **it does not relate to the establishment or abolishment of a right or duty**. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to, appeal to the Civil Service Board, Retirement Board, or unfair employee-employer relations charge, fact-finding procedure, **or as outlined below**.
2. A written grievance must set forth the rule, *** regulation, **policy, or specific section of the MOU** claimed to have been violated, describe the specific incident or circumstances of the alleged violation, and specify the remedy sought **or it will be returned to the grievant for appropriate completion before being processed**. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing.

The Committee will be bound by the agreement of the parties regarding timeliness.

3. The Association may represent *** **grievants** covered by this *** **MOU** on grievances under the grievance procedure.
4. Association Officers designated *** **under this MOU** shall be excused without loss of compensation from *** regular duties for such time as is necessary to attend and represent *** **the grievant** at grievance hearings, beginning at the first level of supervision.
5. The procedure and sequence in filing and processing a grievance shall be as follows:

Step One

- (a) The *** **grievant** and/or **Association representative** shall discuss the grievance with the *** **grievant's** immediate supervisor **or designee** before a written grievance may be filed.
 - (1) If the grievance is not settled through this discussion, it either may be discussed with the next higher supervisor or a written grievance may be filed with the *** **grievant's** immediate supervisor. A written grievance must be filed, **with a copy being sent to the Labor Relations Division**, within twenty-one (21) calendar days from the time the *** **grievant** becomes aware, or should have become aware of, the issue or incident giving rise to the problem.
 - (2) Upon receipt of a written grievance, the immediate supervisor **or designee** shall give the *** **grievant** a written reply within ten (10) calendar days.

Step Two

- (a) Should the *** **grievant** not be satisfied with the answer received from the immediate supervisor, the grievant may, within seven (7) calendar days, file an appeal to the **department head or designee**. The **department head or designee** shall have fourteen (14) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly the decision or proposed action and reasons thereof. The **department head or designee** may confer with the *** **grievant** and appropriate supervisors in an attempt to bring about a harmonious solution.

- (b) The City, **the grievant**, and/or Association may mutually agree to waive steps **(one) 1** and **(two) 2** and proceed directly to hearing by the **Grievancy Advisory** Committee when the issue is one over which the ***** grievant's** supervisor or **department head** has no jurisdiction, **except for disputes for which there is another established resolution procedure as set forth above in paragraph B. 1.**

Step Three

- (a) If the ***** grievant** is not satisfied with the decision of the **department head or designee**, the ***** grievant** may within fourteen (14) calendar days after receipt of the written reply, file a request for a review of the **department head's or designee's** decision to the Grievance Advisory Committee. The review/appeal to the Grievance Advisory Committee shall be reviewed by the President of the Association before it is delivered to the Labor Relations Division.
- (b) The City, **the grievant**, and/or Association may agree to seek resolution of the grievance through mediation using the services of the State Mediation and Conciliation Service, prior to hearing by the Grievance Advisory Committee. Time limits for processing of **the** grievance are automatically extended for so long as mediation is in process.
- (c) From the date a grievance otherwise meeting all criteria for the filing and processing of a grievance reaches the Labor Relations **** Division**, the Grievance Advisory Committee ***** will attempt to** convene within thirty (30) calendar days in order to hear the grievance.
- (d) All time limits herein may be extended by mutual agreement of the parties.
- (e) The Grievance Advisory Committee shall conduct a hearing and make a recommendation to the ***** City Manager** within ***** thirty (30)** calendar days of ***** its** last meeting.
- (f) The ***** City Manager or designee** shall review the decision of the **department head** and recommendations of the Grievance Advisory Committee and shall render a written decision to the ***** grievant** within twenty-one (21) calendar days after receipt from the Grievance Advisory Committee.
- (g) Failure of the ***** grievant** to file an appeal within the specified time limit for any step of the procedure shall constitute abandonment of the

grievance. Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the *** **grievant**.

5. The Grievance Advisory Committee shall be comprised of three (3) members: One selected by the Association, one selected by the City, and the Chairperson. The Chairperson may be chosen either by mutual agreement of the Association and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the Chairperson is selected by the strike method from the list of neutrals provided by the State Mediation and Conciliation Service, then the Grievance Advisory Committee shall be comprised of the selected neutral.
 - (a) The neutral and Grievance Advisory Committee shall be bound by the language of the MOU, *** **City Administrative Orders, ordinances,** and department rules and regulations consistent therewith in considering any issue properly before them. The neutral and Grievance Advisory Committee shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue not so submitted. The neutral and Grievance Advisory Committee may not recommend **changes in established wages or benefits, nor recommend** the payment of back wages *** **or** benefits to a date prior to the date *** **of the incident which gave rise to** the grievance. ***
 - (b) Fees and expenses of the *** **chairperson** shall be paid half by the City and half by the Association; provided however, that the *** **Grievance Advisory Committee/Chairperson** may recommend that the City or the Association pay the total of such fees and expenses should it find that, but for the unreasonableness of that party's posture, the convening of the Committee would not have been necessary. The City and the Association shall **make a reasonable effort to** select a chairperson within fourteen (14) calendar days of the receipt of a grievance requesting review by a Grievance Advisory Committee by the *** Labor Relations Division.

ARTICLE VI

DUES DEDUCTION

A. GENERAL

Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and the Association agree that all employees in the Association shall be required, as a condition of continued employment, to join the Association or pay to the Association a Service Fee. Except as expressly modified herein, the procedures governing dues deductions, agency shop, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5, as the same may be amended from time to time.

B. DUES CHECK-OFF

Rules governing dues check-off, are set forth in FMC Section 2-1919, as may be amended from time to time.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by *** **Association Members** in the Unit.
2. If a *** **member** in the Unit desires the City to deduct dues or benefit premiums from the *** **member's** paycheck, a deduction authorization shall be made *** upon a Dues Deduction Authorization card. ***

[deleted & moved]

3. The Service Fee shall consist of, and not exceed the standard initiation fee, periodic dues, and general assessments of the Association. The Association shall neither require a non-member of the Association to make any payment to a Political Action Committee, nor shall the Association include as a part of the Service Fee any amount to be used for political purposes.
4. In the event an employee covered hereunder does not authorize deduction of either Association dues or a Service Fee from the employee's paycheck and does not make such payment directly to the Association, the Association shall provide a certification to the City of such failure. Prior to such certification, the Association shall notify the employee of its intent to provide certification to the City, and give the

employee an opportunity to respond within thirty (30) calendar days. Certification shall be on a form provided to the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.

5. A Dues Deduction Authorization **card** may be revoked by a member in the Unit, and the dues or benefit deduction canceled, only during the months of November and December *** **of any year**. If a member in the Unit desires to revoke *** a dues deduction authorization **card**, a dues deduction revocation shall be made upon a Dues Deduction Revocation card. *** Dues Deduction Authorization and Revocation cards shall be available at the *** **Finance Department, Payroll and at the Personnel Services Department.**

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

The **Unit** member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in a nonpay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor may the member be required to deposit *** the amount which would have been deducted if the member had been in a pay status during that period. In the case of a member who is in a nonpay status during only a part of the pay period, and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

D. DUES DEDUCTION CHECK

1. The deduction check covering all such deductions shall be transmitted, *** **at least monthly**, to:

**FRESNO AIRPORT PEACE OFFICERS/
FIREFIGHTERS ASSOCIATION
5055 E. Andersen, Suite 1A
Fresno, California 93727**

Should the Association elect to have the deduction check transmitted to an address other than that set forth hereinabove, the Association shall so indicate by written notice to the City's Finance Department, Payroll, with a copy to the Labor Relations Division. The City shall transmit the deduction check to the address specified in the notice as early as is practicable after receipt of such notice.

2. The deduction check shall be made in favor of:

FRESNO AIRPORT PEACE OFFICERS/FIREFIGHTERS ASSOCIATION

ARTICLE VII

***** COMPENSATION AND BENEFITS**

A. GENERAL

[§§ deleted]

All economic benefits provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted in this MOU shall be continued without alteration during the term of this MOU.

B. SALARIES ***

[\$ deleted]

- 1. Effective July 1, 2002, salaries shall be increased by three percent (3%), as reflected in Exhibit I.**
- 2. Effective July 1, 2003, salaries shall be increased by three percent (3%), as reflected in Exhibit II.**
- 3. Effective July 1, 2004, salaries shall be increased by three percent (3%), as reflected on Exhibit III.**

C. PERFORMANCE EVALUATIONS

[\$ deleted]

- 1. For classes which have step increases, movement to the next higher step will be at the discretion of management, based on a performance evaluation on the anniversary date on which the employee was appointed to the position which demonstrates that the individual has received an overall rating of exceeds standards or higher.**
- 2. Supervisors shall complete quarterly evaluations on probationary employees. Two (2) evaluations shall be conducted during the first six (6) months and two (2) during the second six (6) months.**

[deleted & moved]

D. **PREMIUM PAY**

1. **Temporary Assignment Pay** - Temporary assignment pay for employees assigned to perform the functions of Airport Public Safety Supervisor shall be the step in the higher class which is at least 3.5% above the assigned employees base rate of pay, and administered consistent with departmental policies and procedures.
2. **Field Training Officer Certificate** - *** Permanent employees occupying the class of Airport Public Safety Officer who possess and maintain a Field Training Officer Certificate as certified by the State of California Commission on Peace Officer Standards and Training (POST), and who are assigned by management to train *** Airport Public Safety Officers/Airport Public Safety Trainees, shall receive \$175 per month, in addition to their base rate of pay, irrespective of the time spent in the performance of this assignment. *** Field Training Officer assignments, as well as the duration of such an assignment, shall be determined solely by management. **Field Training Officers shall be required to perform the full range and scope of supervisory duties as assigned, and shall receive this premium pay until they are voluntarily reassigned, or involuntarily removed from this assignment.**
3. **Bilingual Certification Program** - The bilingual certification program consists of a City administered examination process whereby officers may apply for a Summer and/or Winter bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable under the first or second tier City Fire and Police Retirement System.
 - (a) **Bilingual certification examinations will be conducted two (2) times per year (Summer and Winter). During the examination noticing period, examination applications will be available at the Personnel Services Department, Human Resources Division and City department personnel units.**
 - (1) **In order to qualify for the Summer examination, the application must be received by the Human Resources Division during the month of May, but no later than the last regular business day of May.**

- (2) In order to qualify for the Winter examination, the application must be received by the Human Resources Division during the month of November, but no later than the last regular business day of November.
 - (3) Bilingual examination application deadlines are not appealable or grievable.
- (b) Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish and Vietnamese languages.
- (c) The bilingual premium pay rate for certified permanent officers is fifty dollars (\$50) per month, regardless of how many languages for which an officer is certified.
 - (1) Certified officers may interpret/translate for departments/divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified officer's supervisor.
 - (2) Certified officers shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate disciplinary action. Certified officers may be assigned to any incident or investigation requiring their bilingual skills and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be to utilize department resources in the most efficient way possible.
 - (3) Except in the event of an emergency, bilingual officers who are not certified shall not be required to interpret/translate.

E. FRESNO CITY EMPLOYEES' HEALTH AND WELFARE TRUST

The City and the Association agree that the Fresno City Employees Health and Welfare Trust has the **sole** authority to determine the benefits that will be provided during the term of this *** **MOU**. The sole responsibility of the City under this clause

is to provide a set dollar amount to be contributed to the Trust on behalf of the employees represented by the Association. The City will contribute only the dollar amount adopted by the Fresno City Employees Health and Welfare Trust for employee benefits during the term of this MOU ***** but *** not to exceed *** \$500** per month per employee. In the event the premium established by the Trust during the term of this MOU is greater than the City's agreed maximum contribution, the employee will be required to contribute the amount necessary to make up the difference through payroll deductions. In the event the City agrees to contribute an amount higher than the ***** \$500** established herein on behalf of any other recognized bargaining unit, ***** the City agrees *** that it will** reopen the meet and confer process on this item upon request by the Association **solely in fiscal year 2003. This meet and confer is not subject to FMC Section 2-1916.**

F. AIRPORT PUBLIC SAFETY TRAINEE

An Airport Public Safety Trainee may be flexibly staffed to an Airport Public Safety Officer position after 12 months. The City may at its discretion, hire a new employee into the higher class or may promote a trainee to the higher position prior to 12 months. The policies and procedures governing the flexible staffing of these positions shall be consistent with Administrative Order (AO) 2-10, **as may be revised from time to time. Reference to AO 2-10 in no way incorporates said AO into this MOU.** The salary of the Airport Public Safety Trainee class shall be established at a level ten percent (10%) below the A step of the class of Airports Public Safety Officer. An Airport Public Safety Trainee shall move from A-step to B-step after 6 months in accordance with the Salary Resolution.

G. LAY-OFF PROCEDURES

[§§ deleted]

1. **In the event of lay-offs, the order shall be determined by considering seniority and performance in the particular class in the department where the lay-off occurs. Where an employee was employed in the same class, or in a class having identical job duties, in another department prior to transfer to the department where the lay-off occurs, and the employee's service has been continuous, such prior service shall be considered in computing seniority for the purpose of determining the order of layoff. Where an hourly employee has prior service with the City on a monthly basis, and service has been continuous, the employee's total service in the class shall be considered in computing seniority for lay-off purposes.**

2. An employee subject to lay-off may submit a written request to be considered for transfer to any vacant position in a class for which the employee meets the minimum qualifications. The employee may be transferred to the vacant position with the approval of the appointing authority where such position exists, and subject to serving the probationary period for the new class. Seniority in the new class shall be determined based upon the effective date of the transfer.

H. *** HOURS AND WORK SCHEDULES

[§ deleted]

1. The work schedule for employees of this Unit will be within a twenty-seven (27) day work period under FLSA Section 7(k) and Section 553.230 of the Code of Federal Regulations (CFR). During this twenty-seven (27) day work period, employees of this Unit agree to fifty-six (56) hour weeks and to twenty-four (24) hour shifts.
2. The Association agrees that the City has met its legal obligation to meet and confer on the modifications of work shifts for members of this Unit to a forty (40) hour *** weekly **schedule within the twenty-seven (27) day work period**. The conversion to a forty (40) hour *** weekly **schedule** may *** **consist of** a five (5) **eight (8) hour work days** or four (4) ten (10) **hour work days** *** to provide *** **Airport Public Safety functions** ***.

[§ deleted]

3. Work schedules are established solely at management's discretion based upon the need to provide service to the public, other city departments, and/or other operational efficiency requirements. Work schedules may be rotated, at management's discretion. Such decisions shall not be appealable or grievable.

[§ deleted]

I. COMPENSATORY TIME OFF

1. Airport Public Safety Officers on a 56-hour week may, when working a full 24-hour shift of voluntary overtime, elect to accrue forty-eight (48) hours ($24 \times 2 = 48$) of CTO. Airport Public Safety Officers may only accrue a maximum of forty-eight (48) hours in any given fiscal year.

2. **Airport Public Safety Officers assigned to a 40-hour week may elect to accrue CTO at the time and one-half rate in lieu of cash payment for overtime worked, to a maximum balance of sixteen (16) hours.**
3. **Approval of requests for CTO shall be secured not less than seventy-two (72) hours in advance of the requested absence. However, in the event of an emergency the 72-hour notice may be waived with the approval of the Airport Public Safety Manager or designee. Use of available CTO by Airport Public Safety Officers shall be requested and approved in the same manner as vacation.**
4. **Airport Public Safety Officers may only use CTO between 0800-1700 hours, Monday through Friday.**
5. **The Association Executive Board members may use CTO, vacation, or holiday for Association business.**
6. **Airport Public Safety Officers may not conduct outside employment when on CTO status.**
7. **In the last pay period of each fiscal year, any unused CTO will be cashed out by the department at the base/straight time rate of pay.**

J. **56 HOUR EMPLOYEES**

1. **HOLIDAYS**

Employees in this Unit on a **twenty-four (24)** hour shift shall accumulate holiday leave at the rate of **thirteen (13)** hours for each completed calendar month of employment.

2. **VACATION**

For employees in this Unit on **twenty-four (24)** hour shifts, vacation accrual shall be as follows:

- (a) One-half working shift per month for employees who have been continuously employed for less than **ten (10)** years.

- (b) Five-eighths working shift per month for employees who have been continuously employed for **ten (10)** years or more but less than **twenty (20)** years.
- (c) Five-sixths working shift per month for employees who have been continuously employed for **twenty (20)** years or more.
- (d) Employees on **twenty-four (24)** hour shifts shall be allowed, with Department approval, to use accumulated vacation and holiday leave in increments of less than one shift. A request for less than one shift of vacation or holiday leave, if denied, shall not be subject to the grievance procedure. Requests for such leave will not be unreasonably denied, nor will the right to request such leave be abused. It is understood that staffing conditions must be such as to permit the granting of such leave.

3. **FAMILY EVENTS**

In the event an employee requests paid time off (vacation, CTO, or holiday time) not less than two (2) weeks in advance to attend a major family or social event (wedding, birthday, etc.) and permission is granted to attend such event, the permission for time off shall not be canceled except in the event of an emergency.

4. **SICK LEAVE**

[§§ deleted]

- (a) Employees in this Unit on a **twenty-four (24)** hour shift shall accumulate sick leave at the rate of one-half shift for each completed calendar month of employment, **with unlimited accrual. Administrative Order 2-20, Sick Leave Policy, shall no longer apply to members of this Unit. Instead, Attendance Policy, Addendum I incorporated into this MOU by reference shall apply, as well as the FMC, City administrative orders, policies, procedures, rules and regulations concerning sick leave usage and administration. In the event of any conflict, the provisions of Addendum I, Attendance Policy, shall apply.**
- (b) **Employees may be allowed up to seventy-two (72) hours of accrued sick leave per fiscal year for Family Sick Leave. The**

purpose of this benefit is to allow an employee the time to care for members of the employee's immediate family. Family Sick Leave may be used for the actual care of or arrangement for the care of family members who are ill and cannot care for themselves, or to take family members to routine medical or dental appointments. Employees are encouraged to schedule routine medical and/or dental appointments outside of regular work hours when possible. Use of Family Sick Leave shall be authorized and recorded by a department head or designee.

- (c) On July 1 of each year of this MOU, if the sick leave usage of this Unit averages 48 or fewer hours per employee for the preceding fiscal year (excluding only sick leave hours used for workers' compensation absences), any employee, upon service retirement or disability retirement if the employee is otherwise eligible for service retirement, who has used 48 or fewer hours (excluding only hours used for workers' compensation absences) in the preceding 12 months, will be credited for all unused sick leave in excess of 240 hours at 50% of the employee's hourly rate of pay, which may be used for the payment of premiums to the City of Fresno Employees Health and Welfare Trust.

5. STARTING TIME

Employees in this Unit on a **twenty-four (24)** hour shift shall be allowed to relieve another Airport Public Safety Officer from the prior shift after 0700 hours unless it is determined that this would result in the payment of additional overtime compensation.

6. CASH IN LIEU OF HOLIDAY TIME

Employees in this Unit shall be allowed to take cash at the **base/straight** time rate of pay in lieu of taking off accrued holiday time. The employee's request to be paid must be received by the Department payroll clerk at least ten **(10)** calendar days prior to the next biweekly pay period. Employees must cash out a minimum of twelve (12) hours. Any holiday hours accrued that exceed the 360-hour limit shall be automatically cashed out on *** **last pay period of the** fiscal year.

[§§ deleted]

K. **UNIFORM PURCHASE AND MAINTENANCE ALLOWANCE**

Employees shall receive *** **\$790.00** per year as a uniform purchase and maintenance allowance, to be prorated and paid *** **in semiannual installments on the last pay dates in December and June.**

L. **LABOR-MANAGEMENT COMMITTEES (LMCs)**

The City and FAPOFA acknowledge the importance of the development, implementation, and maintenance of LMCs throughout the City. The parties agree to foster and provide guidance for the establishment and ongoing maintenance of LMCs. The parties understand and agree that LMCs do not have the authority to “meet and confer” regarding issues that are within the mandatory scope of bargaining. The subsections below shall serve as minimum guidelines for LMCs throughout the City.

1. **LMCs shall be responsible for determining committee composition. However, LMCs may be composed, at a minimum, of the Airport Public Safety Manager, one supervisory/management member, and two Unit members. LMCs shall meet regularly, but no less than once per month. LMC members shall be given forty-eighty (48) hour notice for nonemergency meetings that are not part of the regular/routine LMC meeting schedule.**
2. **LMCs shall be responsible for establishing, publishing, and communicating, including amendments thereto, LMC procedural, committee composition, and subcommittee guidelines to their division staff. The primary purpose of the LMCs is to discuss and evaluate matters and concerns pertinent to the applicable division and/or the division’s employees.**

M. **AIRPORT ACCIDENT REVIEW BOARD**

There shall be a member of this Unit, selected by the members of this Unit, on the Airport Accident Review Board.

N. **RETIREMENT**

Employees who are members of this Unit will be credited with membership in the City of Fresno Fire and Police Retirement System effective the date of employment in the class of Airport Public Safety Officer/Trainee.

O. WORKERS' COMPENSATION

1. **Notwithstanding the provisions of FMC Section 2-1515, a 56-hour employee *** who suffers an injury/illness in the course and scope of City employment shall receive eighty-five (85) percent of the employee's full wages or salary, *** excluding overtime, up to a maximum total of two thousand nine hundred twelve (2912) hours to include all work related injuries or illnesses sustained during the entire length of employment with the City. Once an employee has exhausted the maximum two thousand nine hundred twelve (2912) hours of injury pay for all work related injuries or illnesses, the employee shall thereafter receive the amount of compensation mandated by State Workers' Compensation law.**
 - (a) **Compensation for a work related injury or illness shall begin following the first three (3) days, or second twenty-four (24) hour shift, after the employee leaves work as a result of the injury or illness. However, this three (3) day waiting period shall be waived and compensation shall begin on the first day of a work related injury or illness only if:**
 - (1) **the employee is hospitalized as an inpatient for at least twenty-four (24) hours;**
 - (2) **the employee is absent from work 14 days or more;**
 - (3) **the employee is placed on light duty at any time during the first three (3) days, or second twenty-four (24) hour shift.**
2. **Partial days of absence due to a work related injury or illness, *** including the day of injury or illness, shall be at full pay and shall not count toward the three (3) day exclusion period; however, this time shall be recorded as work related injury/illness absence.**
3. **At the employee's option, in the event work related injury/illness pay from the City is not provided during the first three (3) days of absence, or by the second twenty-four (24) hour shift, due to the work related injury or illness, the employee may take sick leave, vacation, *** holiday, or compensatory time off (CTO) for that period.**
4. **If the employee *** opts to use sick leave, vacation, *** holiday, or CTO for the first three (3) days, or by the second twenty-four (24) hour shift, and**

it is later determined that **work related injury/illness** pay under paragraph 1.(a) above, beginning on the first day of a work related injury or illness is appropriate, *** the leave time shall be restored to the employee and the employee's pay or leave balance will be adjusted accordingly. ***

5. If an employee is placed on sick leave, vacation, *** holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, sick leave, vacation, *** holiday, or CTO shall *** be restored and the employee placed on **work related injury/illness** leave as provided herein.
6. If an employee is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined not to be industrial, sick leave, vacation, holiday, or CTO shall not be restored and the absence will be considered an incident as outlined in Addendum I, Attendance Policy.
7. Retirement benefits shall not be reduced as a result of *** the level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with the applicable retirement code sections.
8. Taxes shall not be withheld on compensation *** which is paid due to an injury or illness sustained in the course and scope of employment with the City.

P. PATCHES

Each new hire into this Unit shall receive three (3) *** **Aircraft Rescue and Firefighting** patches and four (4) Public Safety/Law Enforcement patches at City expense. Employees shall be responsible for the purchase of any additional patches.

[§§ deleted]

Q. SENIORITY

Seniority will continue to accrue during an approved leave without pay taken under the Family Rights Act of 1991.

R. JURY DUTY PAY

Employees in this Unit shall not be required to refund to the City any pay or mileage reimbursement received from the Court as a result of jury duty.

S. POST CERTIFICATION

It is the intent of the parties to collaborate in the development and maintenance of a training program which meets the guidelines established by the Commission on Peace Officer Standards and Training (POST), and to maintain existing training records and training levels to meet the legal requirements of POST and/or the State of California, provided it does not result in increased employee services expense or interfere with scheduling and operational needs, without prior management approval.

ARTICLE VIII

HEADINGS/REFERENCES/CITATIONS

A. HEADINGS

MOU article, provision, and paragraph headings (includes exhibits, addendums, attachments and side letters) contained herein are solely for the purpose of convenience, and shall not *** **affect** the construction or interpretation of any of the language of this *** **MOU**.

B. REFERENCES/CITATIONS

References/citations in this MOU (includes exhibits, addendums, attachments, agreements, and side letters) to any existing federal, state, or city ordinances, rules, regulations, policies, Administrative Order Manual, Personnel Manual sections and subsections thereof, Salary Resolution sections and subsections thereof, and side letters in no way incorporates said references/citations into this MOU unless so noted.

ARTICLE IX

SAVING CLAUSE/FULL UNDERSTANDING

A. SAVING CLAUSE

In the event any article, section, or portion of this *** **MOU** should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the court's decision, and upon issuance of such a decision, the City and the Association agree to immediately meet and confer upon a substitute for the invalidated article, section, or portion thereof.

B. FULL UNDERSTANDING

It is intended that this MOU sets forth the full and entire understanding of the parties, and any previous understanding or agreements * by the parties *** regarding any such *** matters *** are hereby superseded and terminated in their entirety. With respect to *** side letter agreements, any not attached to this MOU are hereby terminated in their entirety. *** Side letter agreements attached to this MOU shall continue *** in force *** subject to the terms contained *** therein or in the absence of *** specified terms, the *** side letter agreements *** shall terminate upon the expiration of this MOU. Any *** side letter agreements entered into during the term of this MOU shall continue in force *** subject to the terms set forth in each *** side letter. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, or in a side letter agreement signed by both parties. This paragraph is not intended to prevent either party from relying on discussions which occurred during the meet and confer process for the purpose of clarifying the meaning of this MOU. *****

[§ deleted]

ARTICLE X

TERMINATION

This MOU shall be in full force and effect from July 1, 2002, through June 30, 2005, subject to Sections A., B., and C., below.

- A. This *** **MOU** shall become effective only after ratification by the members of the Association, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through June 30, **2005**.
- B. During the life of this *** **MOU**, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this *** **MOU**, the party requesting such modification shall request in writing to meet and confer on the item, which item shall be specified in writing.
- C. During the life of this *** **MOU**, either party may refuse *** **such** request *** without explanation if the item is directly **related to or is an item directly** considered *** **herein**, or if the *** item was included in a written proposal *** **of either party** during the meet and confer process which led to this *** **MOU**. **It is agreed by the parties that the City may request to meet and confer on amendments to this Article during the life of this MOU. Further, the parties agree that, if no agreement is reached on amendments to this Article, neither party may take action on such amendment(s) without the consent of the other party. It is further agreed, however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes, or City administrative orders, policies and procedures referred to or cited in this MOU, and which affects the implementation of this MOU, in which case the request to meet and confer shall not be refused.**

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 200_____.

**FOR FRESNO AIRPORT PEACE
OFFICERS/FIREFIGHTERS ASSOCIATION:**

MARK A. GUARDADO
President

LEE D. RABNER
Airport Public Safety Officer

MICHAEL R. LACKY
Airport Public Safety Officer

FOR THE CITY OF FRESNO:

JORGE C. AGUIÑIGA
Labor Relations Manager

SEVERO ESQUIVEL
Assistant City Manager/Interim Director of
Transportation

MATTHEW VAN VALKENBURGH, AAE
Airports Operations Manager

DAVID SANDOVAL
Airport Public Safety Manager

LORI M. NAJERA
Senior Human Resources Analyst

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

BY: _____
Deputy City Attorney


| EXHIBIT I Unit 11 - Airport Public Safety Salaries - Effective July 1, 2002 | | | | | |
|--|----------|----------|----------|----------|----------|
| STEP | A | B | C | D | E |
| Airport Public Safety Trainee | 3474 | 3648 | – | – | – |
| Airport Public Safety Officer | 4013 | 4188 | 4379 | 4578 | 4722 |

| EXHIBIT II Unit 11 - Airport Public Safety Salaries - Effective July 1, 2003 | | | | | |
|---|----------|----------|----------|----------|----------|
| STEP | A | B | C | D | E |
| Airport Public Safety Trainee | 3579 | 3758 | – | – | – |
| Airport Public Safety Officer | 4134 | 4314 | 4511 | 4716 | 4864 |


| EXHIBIT III Unit 11 - Airport Public Safety Salaries - Effective July 1, 2004 | | | | | |
|--|----------|----------|----------|----------|----------|
| STEP | A | B | C | D | E |
| Airport Public Safety Trainee | 3687 | 3871 | – | – | – |
| Airport Public Safety Officer | 4259 | 4444 | 4647 | 4858 | 5010 |

IN WITNESS WHEREOF, the parties hereto have set their hands this 30th day of AUGUST, 2002.


FOR FRESNO AIRPORT PEACE
OFFICERS/FIREFIGHTERS ASSOCIATION:

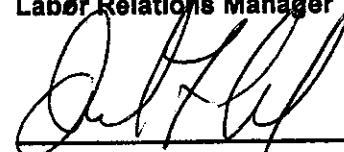

MARK A. GUARDADO
President


LEE D. RABNER
Airport Public Safety Officer


MICHAEL R. LACKY
Airport Public Safety Officer

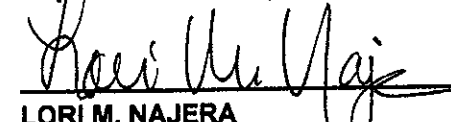
FOR THE CITY OF FRESNO:


JORGE C. AGUIÑIGA
Labor Relations Manager


SEVERO ESQUIVEL
Assistant City Manager/Interim Director of
Transportation


MATTHEW VAN VALKENBURGH, AAE
Airports Operations Manager


DAVID SANDOVAL
Airport Public Safety Manager


LORI M. NAJERA
Senior Human Resources Analyst

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

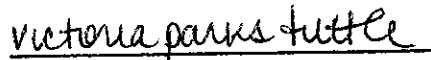
BY: 
Deputy City Attorney

EXHIBIT I
Unit 11 - Airport Public Safety

Salaries - Effective July 1, 2002

| STEP | A | B | C | D | E |
|-------------------------------|----------|----------|----------|----------|----------|
| Airport Public Safety Trainee | 3474 | 3648 | — | — | — |
| Airport Public Safety Officer | 4013 | 4188 | 4379 | 4578 | 4722 |

EXHIBIT II
Unit 11 - Airport Public Safety

Salaries - Effective July 1, 2003

| STEP | A | B | C | D | E |
|-------------------------------|----------|----------|----------|----------|----------|
| Airport Public Safety Trainee | 3579 | 3758 | — | — | — |
| Airport Public Safety Officer | 4134 | 4314 | 4511 | 4716 | 4864 |

EXHIBIT III
Unit 11 - Airport Public Safety

Salaries - Effective July 1, 2004

| STEP | A | B | C | D | E |
|-------------------------------|----------|----------|----------|----------|----------|
| Airport Public Safety Trainee | 3687 | 3871 | — | — | — |
| Airport Public Safety Officer | 4259 | 4444 | 4647 | 4858 | 5010 |

ATTACHMENT I ***

***** AGREEMENT BETWEEN
THE CITY OF FRESNO
AND
THE FRESNO AIRPORT PEACE OFFICERS/FIREFIGHTERS
ASSOCIATION (FAPOFA) NON-SUPERVISORY
AIRPORT PUBLIC SAFETY UNIT 11**

LAW ENFORCEMENT OFFICER (LEO) CONTRACT SERVICES

The Fresno Airport Peace Officers/Firefighters Association (FAPOFA) and the City of Fresno ***** have met and conferred in good faith, and agree this agreement sets forth the full and entire understanding of the parties regarding the terms and conditions** for private and public parties to have the ability to contract for the services of off-duty Airport Public Safety Officers. ***** Any other previous understanding or agreement by the parties regarding Airport Law enforcement Officer (LEO) Contract Services is hereby superseded and terminated in its entirety. This agreement is self-governing, and is governed by the terms and conditions contained herein. Except as expressly set forth herein, nothing herein shall be deemed to supersede, repeal, alter or amend any term or provision of the existing Memorandum of Understanding (MOU) between the parties on subjects unrelated to Airport LEO contract services. The term for this agreement shall be concurrent with the MOU which expires on June 30, 2005, unless extended by mutual agreement of the parties.**

1. General

The Transportation Department (Airports Operations) at the sole discretion of the Director of Transportation, shall allow private and public parties to contract with the City for Airport LEO service in the form of uniformed officers providing foot/vehicle patrol at a location or event at the discretion of the Airport Public Safety Manager.

2. Officer Assignment

- a. The officers assigned will be volunteers working from an availability list. The number and rank of officers assigned will be determined by the Airport Public Safety Manager.
- b. An officer reporting to an assigned work site will receive a minimum of two (2) hours pay regardless of actual time worked. Employment of more than two (2) hours will be paid to the nearest half-hour of the actual time worked.

- c. Officers who desire to be placed on the availability list must have completed their probation. Officers on sick leave, industrial injury leave, administrative leave pending an internal investigation, or leave of absence, shall not be eligible. The Airport Public Safety Manager may also prohibit an officer from participating if *** the officer is on sick leave restriction or is under suspension as a result of disciplinary action. No officer will be assigned from the availability list within twenty-four (24) hours of the end of the shift of a day taken as sick leave. Assigned officers shall be subject to all rules, orders and procedures of the Airport Public Safety Division. In no event shall an officer performing contract work be assigned to a job site where a labor union picket line has been established, except to police a strike. The Airport Public Safety Manager may restrict an officer from working extra duty for the good of the Department.

3. Rate of Pay

- a. The rate of pay for special contract assignments shall be the applicable overtime rate based on the "B" step for Airport Public Safety Officer Trainee. The cost charged to public or private parties shall be determined by the City and shall include, but not be limited to, employee participation, administrative costs, workers' compensation, liability insurance, and clerical costs (but not current pension unfunded liability cost).
- b. The hours worked and pay received for special assignments shall not be credited toward years of service for retirement benefits or regular overtime.
- c. The City and FAPOFA agree that for the purpose of FLSA regulations, compensation paid for working at special contract assignments is at the overtime rate indicated above and shall not be considered compensation for pension plan benefits calculations.

4. Procedure

- a. All eligible officers who desire employment at the special contract rate will submit a written request to the Airport Public Safety Manager indicating name, address, telephone number and rank.
- b. Assignments will be based on a rotation list prepared by FAPOFA and submitted to the Airport Public Safety Manager.
- c. Any officer who fails to accept three (3) assignments within a six (6) month period without a valid excuse (sick, vacation or shift changes) may be removed from the list by the Airport Public Safety Manager. An officer who is removed from the availability list may not be eligible for reinstatement for a period of six (6) months. This removal shall not be deemed a disciplinary

action pursuant to Civil Service Rules or a punitive action pursuant to Government Code Section 3303 (h).

5. Airport Public Safety Officers will work only on Fresno Yosemite International Airport (FYI) property.

**FOR FRESNO AIRPORT PEACE
OFFICERS/FIREFIGHTERS ASSOCIATION**


MARK A. GUARDADO
President

FOR THE CITY OF FRESNO


JORGE C. AGUINIGA
Labor Relations Manager

Date: September 5, 2002

ADDENDUM I
Effective July 1, 2002
Page 1 of 3

Subject: Attendance Policy

Number:

**Date
Issued/Revised:**

**Responsible
Department:** DAS—Human Resources

Approved:

Purpose

To establish a Citywide attendance policy.

Policy and Procedures

This policy is to be construed on a rolling 12-month period following the effective date. A primary requirement for continued employment is regular attendance. While the City recognizes some absences may be unavoidable, City departments and the employees have an obligation to the public which demands regular and prompt attendance.

Although it is recognized that excessive absenteeism is a proper reason for corrective/disciplinary action, up to and including termination of employment, it is the policy of the City to identify problem areas by keeping proper records, exploring avenues of available assistance, and encouraging compliance with attendance standards.

This attendance policy was developed to establish uniform guidelines to further efforts to provide service to the public, and is designed to be a no-fault program. The pervasive problems stemming from inordinate absences are the focus of this policy, not the nature of the absences.

Authorized leaves and statutorily protected leaves (e.g., Family and Medical Leave Act, California Family Rights Act, Military leave, jury duty and subpoenas and court appearances, bereavement leave, vacation leave, FMC leave of absences, suspension, union business, etc.) are outside the scope of this attendance policy.

In the event of a serious illness or injury to the employee requiring the employee's absence during a future period of time, or a serious illness or injury to the employee's spouse, dependent minor children, or parents requiring the employee's absence during a future period of time, the applicable City

ADDENDUM I
Effective July 1, 2002
Page 2 of 3

department, the employee and applicable recognized bargaining unit may agree to a plan for the employee's absence(s) over a specified period of time. If such plan is agreed upon, absences under such plan shall not be subject to this policy.

DEFINITIONS AND RULES - SECTION I:

1. Excluding the authorized and statutorily protected leaves discussed above, an absence or absenteeism is defined as any failure to show up for or remain at work as scheduled regardless of the reason. Any employee who fails to show up for work, or remain at work as scheduled, will be charged with an incident of absence under this policy.
 - (a) Approved leaves (i.e., scheduled leave time prearranged, approved, and authorized) shall not be considered an incident.
 - (b) A day or days of continuous absence due to illness shall be considered one incident.
 - (c) Employees who are absent for an indefinite period due to illness must keep their supervisor informed as to the status of their absence, including specifying any tentative return date if requested by their supervisor or designee. An employee on extended leave for any reason may be contacted by the applicable City department to schedule a return-to-work evaluation before returning to work.
2. Employees who call in advance to give notice they will be late, and report to work within one hour will be charged with a tardy. However, failure to report to work within one (1) hour after their scheduled start time will result in the issuance of a second tardy. Two (2) tardies in any rolling 12-month period shall be equal to one (1) incident.
3. The City reserves the right to require an employee to report to work for the balance of the day on which tardiness occurs. Failure by the employee to report to or remain at work for the balance of the day as directed by a supervisor may be cause for disciplinary action.
4. Any employee who does not report to work in person or by telephone will be considered absent without leave, and subject to disciplinary action as provided in the applicable provisions of the Fresno Municipal Code, as the same may be amended from time to time.

DISCIPLINE LEVELS - SECTION II:

1. Excessive absenteeism by an employee shall subject said employee(s) to disciplinary action. Excessive absenteeism for purposes of this policy shall be defined as four (4) or more occurrences(i.e., incident) of absence within any consecutive 12-month period beginning with the effective date of this policy. The 12-month period referred to in this policy shall mean a "rolling" 12-month period.

ADDENDUM I
Effective July 1, 2002
Page 3 of 3

2. The disciplinary levels under this policy are noted in the table below.

| Incident | Level |
|----------|--|
| 4th | Verbal Warning |
| 5th | Letter of Understanding |
| 6th | Written Reprimand |
| 7th | \$100 Fine |
| 8th | \$300 Fine & 6 month prohibition on working overtime, if nonexempt, unless overtime is management directed |
| 9th | 10 Working Days Suspension |
| 10th | Termination |

The City reserves the right to deviate from this table of progressive disciplinary levels under mitigating circumstances. An example of a mitigating circumstance is a case where an employee with an otherwise exemplary prior history of good attendance [three (3) to five (5) years] experiences an unexpected problem which causes inordinate temporary absenteeism, or whenever there is a pattern of abuse of time off.

3. For every 90 calendar day period, an employee who has perfect attendance shall have his or her number of incidents reduced by one (1). The incident to be removed shall be the oldest in the rolling 12-month review period.

